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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS THAT:**
COUNTY OF TARRANT §

WHEREAS, under date of May 4, 2005, Elmer N. Said, as Lessor, executed and delivered to Wilson Oil & Gas, as Lessee, an Oil, Gas and Mineral Lease bearing that date, recorded as Instrument number D205147855 of the Official Public Records of Tarrant County, Texas (the "Lease"), upon and covering lands situated in Tarrant County, Texas (the "Lease Acreage"); and

WHEREAS, Wilson Oil & Gas, Inc., ("Wilson") whose address is 2008 Milford, Houston, Texas 77098, the successor in title to Lessee, is the current owner and holder of the Lease, and the undersigned are the successors in interest to Elmer N. Said, deceased; and

WHEREAS, the Lease is now in full force and effect and the undersigned and Wilson mutually desire to hereby modify and amend said Lease to the extent and in the manner hereinafter specified.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned and Wilson do hereby mutually agree that the Lease be and the same hereby is amended by adding the following provisions as Exhibit "A" to the Lease:

EXHIBIT A

Attached hereto and made a part of that certain Oil, Gas and Mineral Lease dated May 4, 2005, by and between **Elmer N. Said**, Lessor, and **Wilson Oil & Gas**, Lessee.

11. AGREEMENTS AND PROVISIONS

The following agreements and provisions shall supersede the provisions in the printed form text of this lease to the contrary, and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

12. PRIMARY TERM CHANGE

Anything contained herein to the contrary notwithstanding, the primary term of this lease shall be six (6) years, in lieu of three (3) years as provided in the printed form portion of this lease.

13. ROYALTY CHANGE

Anything contained herein to the contrary notwithstanding, the royalty to be paid shall be One-Sixth (1/6th) in lieu of the One-Eighth (1/8th), as stated herein.

14. OIL & GAS ONLY/EXCLUDED MINERALS

Notwithstanding anything herein to the contrary, this lease covers only oil and gas of whatsoever nature or kind, including coalbed methane gas and other liquid and gaseous hydrocarbons, and sulphur, as well as such other minerals or substances as may be produced incidental to and as a part of or mixed with oil, gas and other liquid or gaseous hydrocarbons, but this lease does not cover gravel, uranium, fissionable materials, coal, lignite or any hard minerals or substances of any type which shall be produced from the leased premises separate and apart from, or independently of, oil, gas, sulphur, coalbed methane gas or other liquid and gaseous hydrocarbons.

15. OPTION TO EXTEND

Lessor hereby grants Lessee the option to extend the primary term of this lease for an additional four (4) years from the expiration of the original primary term hereof as to all or any portion of the leased premises then held hereunder which would expire unless so extended. This option may be exercised by Lessee, or its successors and assigns, at any time before the expiration of the primary term hereof by paying to Lessor or to Lessor's credit at the depository bank which may be named herein, the sum of One Hundred dollars (\$100.00) per net mineral acre for each acre so extended, which payment shall cover the four years of the extended term and Lessor acknowledges that there will be no rental payments due for or during the extended term. Payment may be made by check or draft mailed or delivered to Lessor or to said depository bank which may be named herein. Should this option be exercised as herein provided, it is agreed that Lessee may execute and file of record an instrument evidencing the exercise of this option.

The Lease, as hereby amended, shall continue in full force and effect subject to and in accordance with all of its terms and provisions and the undersigned do hereby in all things ADOPT, RATIFY and CONFIRM said Lease and all of its terms and provisions, as hereby amended, and do hereby GRANT, DEMISE, LEASE and LET unto Wilson Oil & Gas, Inc., its successors and assigns, all of the Lease Acreage described in the Lease upon and subject to all of the terms and provisions of the Lease, as hereby amended, and does hereby agree and declare that the Lease, as hereby amended, is binding upon the undersigned, and is a valid subsisting Oil, Gas and Mineral Lease.

EXECUTED on the acknowledgment dates stated below.

LESSOR

Gail Said Johnson
Gail Said Johnson

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

This instrument was acknowledged before me on the 7 day of
APRIL, 2008, by Gail Said Johnson.



Brennan Paul Beyt
Notary Public, State of CALIFORNIA
Notary's Name (printed): BRENNAN PAUL BEYT
Notary's Commission Expires: APRIL 09, 2011



WILSON OIL AND GAS INC
2008 MILFORD ST

HOUSTON TX 77098

Submitter: WILSON OIL AND GAS INC.

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 05/07/2008 01:06 PM
Instrument #: D208168543
LSE 3 PGS \$20.00

By: _____



D208168543

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OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
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